

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RetailMeNot, LLC	FORMERLY RMN Acquisition Co., LLC	08/01/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	WhaleShark Media, Inc.		
Street Address:	301 Congress Ave, Suite 700		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3935181	RETAILMENOT	
CORRESPONDENCE DATA			
Fax Number:	2062046262		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	206-204-6200		
Email:	jennifer.ashton@bgllp.com, docketing@bgllp.com		
Correspondent Name:	Jennifer Ashton		
Address Line 1:	701 Fifth Avenue, Suite 6200		
Address Line 4:	Seattle, WASHINGTON 98104		
NAME OF SUBMITTER:	Jennifer Ashton		
Signature:	/Jennifer Ashton/		
Date:	01/07/2013		
Total Attachments: 2			
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OP \$40.00 3935181

## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is entered into by and between RetailMeNot, LLC, a Delaware limited liability company formerly known as RMN Acquisition Co., LLC ("Assignor") and WhaleShark Media, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is a wholly-owned subsidiary of Assignee;

WHEREAS, Assignor is the owner of the trademarks and/or service marks set forth on Exhibit A to this Assignment (collectively, the "Trademarks"); and

WHEREAS, Assignee wishes to acquire Assignor's entire right, title, and interest in the Trademarks;

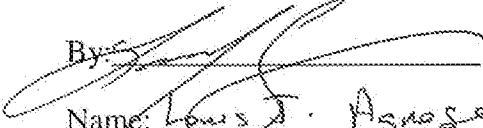
NOW, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor does hereby irrevocably assign, transfer, grant, sell and otherwise convey to Assignee all of Assignor's rights, title, and interest, in and to the Trademarks, including, without limitation, all common law rights therein and applications to register therefor, together with the goodwill of the business symbolized by the Trademarks and all claims for damages by reason of past infringements of the Trademarks with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns and other legal representatives.
2. Assignor represents and warrants to Assignee that: (a) Assignor is the exclusive owner of all right, title and interest in the Trademarks; and (b) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Assignment.

Date: August 1, 2012

ASSIGNEE

WHALESHARK MEDIA, INC.

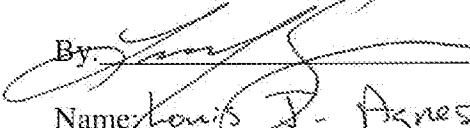
By: 

Name: Louis J. Agnese

Title: Secretary

ASSIGNOR

RETAILMENOT, LLC

By: 

Name: Louis J. Agnese

Title: Secretary

**Exhibit A**

<u>Mark</u>	<u>Application/Registration Number</u>
1. RETAILMENOT	United States Reg. No. 3935181
2. RETAILMENOT	Canada Reg. No. TMA812477
3. RETAILMENOT	Australia Reg. No. 1315421
4.	RETAILMENOT International Registrations through WIPO #1032359 (designating European Community, China, South Korea and Singapore)